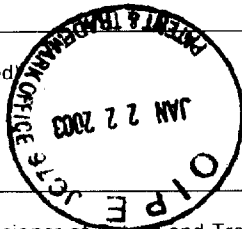


MRD
1.22.03



RECOR

01-28-2003



102344105

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Joseph E. Seagram & Sons, Inc.
(an Indiana corporation)

2. Name and address of receiving party(ies):

Diageo North America, Inc.
Six Landmark Square
Stamford, CT 06901

3. Nature of conveyance:

☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: December 11, 2002

Effective Date: December 16, 2002

☐ Individual(s) citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☒ Corporation-State: Connecticut
☐ Other: a Canadian corporation

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: ☐ Yes; ☐ No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): Please see attached schedule.

B. Trademark Registration No.(s): Please see attached schedule.

5. Name and address of party to whom correspondence document should be mailed:

Carole R. Klein
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, D.C. 20004

Telephone: 202-739-5517

Facsimile: 202-739-3001

E-Mail: cklein@morganlewis.com

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
60 x \$25.00 = \$ 1,500.00
Expedited fee = \$ 120.00
Total \$ 1,660.00

☒ Authorized to charge overpayments/deficiencies to deposit account.

8. Deposit account number: DA 13-4520

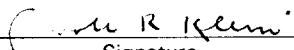
DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Carole R. Klein

Name of Person Signing


Signature

January 22, 2003

Date

Total number of pages including cover sheet, attachments and document: 13

01/28/2003 TDIAZ1 00000104 1421379

01 FC:8521 40.00 OP
02 FC:8522 1500.00 OP
03 FC:8524 120.00 OP

Schedule

Mark	App. No	Filing Date	Reg. No	Reg. Date
A. NOIROT-CARRIERE	73/567134	6-Nov-85	1421379	16-Dec-86
ADVENTURE SE7EN	76/047814	15-May-00		
ANDIAMO	75/018207	13-Nov-95	2065880	27-May-97
BOLSHOI	72/182327	4-Dec-63	787642	30-Mar-65
BULLEIT BOURBON FRONTIER WHISKEY	75/377491	22-Oct-97	2254414	15-Jun-99
BULLEIT Kentucky Straight Bourbon Whiskey & Design	74/463116	26-Nov-93	1903771	4-Jul-95
BULLEIT THOROUGHBRED Kentucky Straight Bourbon	74/463117	26-Nov-93	2040883	25-Feb-97
CAPTAIN MORGAN	72/417450	6-Mar-72	972985	13-Nov-73
CAPTAIN MORGAN & DESIGN	73/378733	9-Aug-82	1285506	10-Jul-84
CAPTAIN MORGAN PRIVATE STOCK Bottle	76/346362	7-Dec-01		
CAPTAIN MORGAN'S PARROT BAY & Label Design	75/240455	12-Feb-97	2164752	9-Jun-98
CAPTAIN MORGAN'S PARROT BAY (Stylized)	75/240457	12-Feb-97	2168573	23-Jun-98
CAPTAIN MORGAN'S PARROT BAY Bottle Design	75/846441	10-Nov-99	2608501	20-Aug-02
CAPTAIN MORGAN'S PARROT BAY COLORFUL LANGUAGE	76/047802	15-May-00		
CORONA RUSA	73/383752	7-Sep-82	1285512	10-Jul-84
CR CROWN ROYAL SPECIAL RESERVE & Design	74/166801	15-May-91	1724742	13-Oct-92
CROWN ROYAL & Design	75/150924	15-Aug-96	2094877	9-Sep-97
CROWN ROYAL in Stylized Letters	72/000448	10-Jan-56	635313	2-Oct-56
CROWNING THE MOMENT	76/056825	25-May-00		
FRANK SCHOONMAKER (Stylized)	72/198591	27-Jul-64	791396	22-Jun-65
FRANK SCHOONMAKER SELECTIONS	72/198590	27-Jul-64	791525	22-Jun-65
GRANNY'S TARTJACK 91 NINETY ONE	75/243833	19-Feb-97	2186780	1-Sep-98
GRANNY'S TARTJACK GRANNY SMITH	75/155681	26-Aug-96	2105088	14-Oct-97
HAVE YOU TALKED YET?	74/481131	24-Jan-94	1918646	12-Sep-95
IT'S WHAT MEN DO	76/059697	26-May-00	2471506	24-Jul-01

Schedule

LEILANI	72/187213	21-Feb-64	782956	5-Jan-65
LES CHARMES	73/338986	27-Nov-81	1257802	15-Nov-83
MIX IT UP	76/462479	18-Oct-02		
Monterey Bird Logo Design	73/566480	1-Nov-85	1404322	5-Aug-86
MONTEVISTA	73/478180	30-Apr-84	1346667	2-Jul-85
ONE TASTE AND YOU'RE THERE	76/240048	12-Apr-01		
PARIS VALLEY RANCH	75/102497	10-May-96	2102879	7-Oct-97
PARROT BAY	76/322081	4-Oct-01	2570141	14-May-02
PASHA	72/205690	6-Nov-64	797571	12-Oct-65
PLANT THE PLANET STERLING VINEYARDS	75/188881	28-Oct-96	2105481	14-Oct-97
RUBION	72/238880	15-Feb-66	825412	7-Mar-67
SAIL AWAY TO PARROT BAY	76/047813	15-May-00		
SEVEN CROWN	78/165856	19-Sep-02		
SEVEN CROWN	78/165803	19-Sep-02		
SEVEN CROWN 7 CROWN DEVICE	71/598929	10-Jun-50	574181	12-May-53
SHARKBITE	73/785235	6-Mar-89	1562486	24-Oct-89
STERLING COLLECTIONS	74/279601	29-May-92	1826761	15-Mar-94
STERLING COLLECTIONS	74/314768	17-Sep-92	1816459	11-Jan-94
STERLING VINEYARDS	73/342023	15-Dec-81	1243050	21-Jun-83
STERLING VINEYARDS LABEL	73/023204	3-Jun-74	1028081	23-Dec-75
STERLING VINEYARDS RESERVE	75/110929	28-May-96	2126252	30-Dec-97
STERLING VINTNER'S COLLECTION	75/757243	21-Jul-99	2466476	3-Jul-01
SVR Design	75/110921	28-May-96	2120526	9-Dec-97
SVR STERLING VINEYARDS RESERVE Plus Design	75/110922	28-May-96	2126251	30-Dec-97
TESSERA	74/69991	11-Jul-95	2095676	9-Sep-97
THE JEWEL IN THE CROWN	74/348514	14-Jan-93	1792860	14-Sep-93
THE LEGENDARY IMPORT	73/239728	19-Nov-79	1199795	29-Jun-82
THE MONTEREY	73/024438	17-Jun-74	1027078	9-Dec-75
THE MONTEREY	73/316658	26-Jun-81	1238699	17-May-83
THE MONTEREY VINEYARD & Design	73/536167	6-May-85	1390198	15-Apr-86
THE STYLE OF MONTEREY	74/372635	29-Mar-93	1809479	7-Dec-93
THEY DRINK V.O. IT'S WHAT MEN DO	76/058148	26-May-00	2471500	24-Jul-01

Schedule

V.O.	73/348199	1-Feb-82	1268730	28-Feb-84
WESTEST	74/100890	27-Sep-90	1847164	26-Jul-94
WHEN MEN WERE MEN AND WHISKEY WAS BOURBON	76/168032	20-Nov-00		
WINERY LAKE	78/148058	26-Jul-02		

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF MERGER

of

DIAGEO NORTH AMERICA, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that NonQualified Certificate of Merger of the above Connecticut Non-Qualified Foreign Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Miscellaneous.

The following non-surviving entity(s):

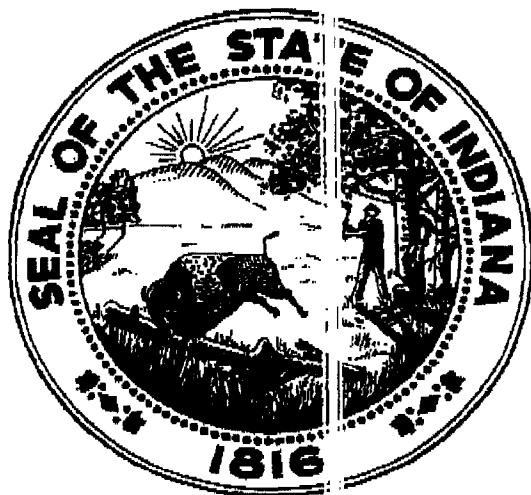
JOSEPH E. SEAGRAM & SONS, INC.

a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

DIAGEO NORTH AMERICA, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 16, 2002.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 12, 2002.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

2002121300036 / 2002121394422

**APPROVED
AND
FILED
IND. SECRETARY OF STATE**

ARTICLES OF MERGER

OF

**JOSEPH E. SEAGRAM & SONS, INC.
an Indiana corporation**

WITH AND INTO

**DIAGEO NORTH AMERICA, INC.
a Connecticut corporation**

**INDIANA SECRETARY
OF STATE
2002 DEC 12 AM 11:26**

The undersigned corporations, desiring to effect a merger, set forth the following facts:

**ARTICLE I
Surviving Corporation**

The name of the corporation surviving the merger is Diageo North America, Inc. (the "Surviving Corporation"), a Connecticut corporation. The name of the Surviving Corporation will not change as a result of the merger.

**ARTICLE II
Merging Corporation**

The name of the corporation merging into the Surviving Corporation is Joseph E. Seagram & Sons, Inc. (the "Merging Corporation"), an Indiana corporation.

**ARTICLE III
Plan of Merger**

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Plan of Merger") is attached hereto as "Annex A" and made a part hereof.

**ARTICLE IV
Effective Time**

The merger shall become effective at 12:00:01 a.m., Eastern Standard Time, on December 16, 2002.

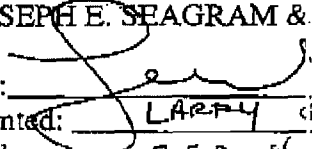
ARTICLE V
Manner of Adoption and Vote

Section 1. Action by Surviving Corporation. The Board of Directors of the Surviving Corporation approved the Plan of Merger by written consent dated as of December 11, 2002. Pursuant to Section 33-818 of the Connecticut Business Corporation Act, approval of the Plan of Merger by the shareholders of the Surviving Corporation is not required.


Section 2. Action by Merging Corporation. The Merging Corporation is a wholly-owned subsidiary of the Surviving Corporation. The Board of Directors of the Merging Corporation approved the Plan of Merger by written consent dated December 11, 2002. Pursuant to Sections 40-4 and 40-8 of the Indiana Business Corporation Law, approval of the Plan of Merger by the shareholders of the Merging Corporation is not required.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be signed by their duly authorized officers on this 11th day of December, 2002.

JOSEPH E. SEAGRAM & SONS, INC.

By: 
Printed: LARRY SCHWARTZ
Title: CEO & PRESIDENT

DIAGEO NORTH AMERICA, INC.

By: 
Printed: JOHN STEWART
Title: Director, CFO & VP Finance

ANNEX A

**AGREEMENT AND PLAN
OF MERGER OF
JOSEPH E. SEAGRAM & SONS, INC.
INTO
DIAGEO NORTH AMERICA, INC.**

THIS AGREEMENT, dated as of December 11, 2002, by and among Diageo North America, Inc., a Connecticut corporation ("Diageo" or the "Surviving Corporation") and Joseph E. Seagram & Sons, Inc., an Indiana corporation ("JESS" and, together with Diageo, the "Constituent Corporations"),

WITNESSETH:

WHEREAS, Diageo is a corporation duly organized and existing under the laws of the State of Connecticut;

WHEREAS, JESS is a corporation duly organized and existing under the laws of the State of Indiana;

WHEREAS, Diageo has an authorized capitalization consisting of 1,000 shares of common stock, no par value, all of which are issued and outstanding ("Diageo Common Stock");

WHEREAS, JESS has an authorized capitalization consisting of 250,000 shares of common stock, \$1.00 par value, all of which are issued and outstanding ("JESS Common Stock"), and 129,151.5 shares of 6% non-cumulative preferred shares, of which 120,694 shares are issued and outstanding ("JESS Preferred Stock");

WHEREAS, Diageo owns all of the issued and outstanding JESS Common Stock and JESS Preferred Stock;

and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it desirable, upon the terms and subject to the conditions herein stated, that JESS be merged with and into Diageo and that Diageo be the surviving corporation.

NOW, THEREFORE, it is agreed as follows:

Section 1. Terms

1.1 On the Effective Date (hereinafter defined), JESS shall be merged with and into Diageo, with Diageo as the surviving corporation (the "Merger").

1.2 Upon the Effective Date:

(a) The then outstanding shares of Diageo Common Stock shall continue unchanged as the outstanding shares of the Surviving Corporation.

(b) The shares of JESS Common Stock and JESS Preferred Stock that shall be issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any further action on the part of the holder thereof, be cancelled and cease to exist.

(c) The Surviving Corporation shall thereupon have and hold all of the assets of and assume all of the liabilities and obligations of JESS and thereafter possess all of the rights, privileges, powers and franchises and be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations, and all property and choses in action belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation (not pursuant to contract but by operation of law), all in the manner and to the fullest extent provided by the Connecticut Business Corporation Act and the Indiana Business Corporation Law.

(d) The assets and liabilities of JESS shall be taken up or continued, as the case may be, on the books of the Surviving Corporation, and the surplus of the Constituent Corporations that was available for the payment of dividends or of other distributions to shareholders immediately prior to the Merger shall continue to be available to the Surviving Corporation for such payments to the same extent as before the Merger, except as otherwise required by law.

(e) The employees of JESS shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of JESS.

(f) The directors and officers of the Surviving Corporation shall, on and after the Effective Date, be the directors and officers of the Surviving Corporation until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and By-Laws of the Surviving Corporation or as otherwise provided by law.

Section 2. Effective Date

The Merger shall become effective at 12:00:01 a.m., Eastern Standard Time, on December 16, 2002 (such date being herein referred to as the "Effective Date").

Section 3. Certificate of Incorporation and By-Laws; Name

3.1 The Certificate of Incorporation of Diageo in effect on the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

3.2 The By-Laws of Diageo in effect on the Effective Date shall be the By-Laws of the Surviving Corporation, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

3.3 At the Effective Date, the corporate name of the Surviving Corporation shall be "Diageo North America, Inc."

Section 4. Amendment; and Termination; Waiver

4.1 At any time prior to the filing of a certificate of merger with the Secretary of the State of the State of Connecticut and the articles of merger with the Secretary of State of the State of Indiana, this Agreement may be amended by the Boards of Directors of Diageo and JESS to the extent permitted by Connecticut law and Indiana law.

4.2 At any time prior to the filing of the aforesaid certificate of merger with the Secretary of the State of the State of Connecticut and the articles of merger with the Secretary of State of the State of Indiana, this Agreement may be terminated and abandoned by the Board of Directors of either Diageo or JESS.


4.3 Diageo, as the sole shareholder of JESS, hereby waives the mailing requirement with respect to this Agreement set forth in Section 33-818 of the Connecticut Business Corporation Act and Section 23-1-40-4 of the Indiana Business Corporation Law.

IN WITNESS WHEREOF, Diageo North America, Inc. and Joseph E. Seagram & Sons, Inc. have each caused this agreement to be executed by its duly authorized officer, and attested by its Assistant Secretary, all as of the date first above written.

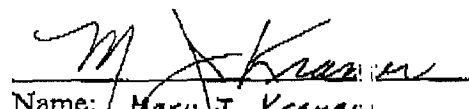
ATTEST:


Name: Daniel Fennick
Title: Assistant Secretary

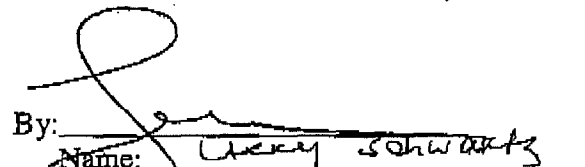
DIAGEO NORTH AMERICA, INC.

By: 
Name: JOHN STEWART
Title: CFO, VP Finance

ATTEST:


Name: Mary J. Kramer
Title: Assistant Secretary

JOSEPH E. SEAGRAM & SONS, INC.

By: 
Name: Larry Schwartz
Title: CEO & President